

WATRS

Water Redress Scheme

ADJUDICATOR'S FINAL DECISION SUMMARY

Adjudication Reference: WAT X237

Date of Final Decision: 29 November 2022

Party Details

Customer:

Company:

Complaint

The customer, who is vulnerable, complains that the company in October 2021 reversed payments made by herself and her ex-partner by reason of a direct debit (DD) indemnity request. The reversed amounts related to bills from 2007. The customer had told the company that her ex-partner had moved out in 2018 and had asked the company to change the DD but she had not realised that this had not happened. The reversed payments had been paid in full to her ex-partner and the company had billed her and pursued her for payments without providing a proper explanation. The customer asks for a service, an apology, an explanation and credit of the amount deducted to 2021 and interest.

Response

The company says that in October 2021 it was notified by a third party that the DD payments made by the company for the customer's account were from his account and in November 2021, it received an indemnity claim alleging fraud. The company was under an obligation to repay the amounts (which were from 2013) and it therefore re-billed the customer in the amount that it had to repay. The company says that this is a third-party dispute concerning the customer, her ex-partner and their bank. Moreover, it has provided a goodwill gesture, having removed all outstanding charges prior to 1 April 2018, (a total of £1,818.12) and offered the possibility of further financial help through one of its payment schemes designed to help customers who are struggling with payments.

Findings

Although I recognise that the company was obliged to repay the third party's bank due to the DD indemnity guarantee, this is not a third-party claim because the customer is complaining about the actions of the company. I find that the company did not inform itself of the circumstances from the customer either before or after the re-payment and billed her for the full amount of the repayment without adequate explanation. This had the consequence that for the period until 2018, the company was asking the customer to pay twice-over for the same bills; the company did not communicate appropriately about what had happened and did not warn her of the bill. This therefore gave rise to "bill-shock". The company

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also told the customer that the reversed payments dated back to 2007, when they dated back to 2013 and it started collections activity for the “arrears” at a time when the customer was making clear that she did not understand what had happened. There were also certain other customer service failings for which the company has apologised. I find that the company did not supply its services to the standard that an average customer would reasonably expect. Although the company has now given a goodwill credit for the period of double charge, it has not offered any compensation for its handling of this issue. I find that the company should make a further compensatory payment in the sum of £350.00 to be credited to the customer’s account and it should provide further assistance to the customer to enable her to repay the outstanding balance.

Outcome

The company needs to:

1. Credit the customer’s account with £350.00.
2. Provide assistance to the customer in writing to help her to understand the available schemes offered by the company that might assist the customer to meet her remaining bills.
3. Apologise for the circumstances I have found below in which the company did not provide its services to the expected standard.

ADJUDICATOR’S FINAL DECISION

Adjudication Reference: WAT X237

Date of Final Decision: 29 November 2022

Case Outline

The customer’s complaint is that:

- The customer explains that REDACTED. She is therefore a vulnerable customer. She says that she has been on the company’s priority list for a long time. She says that she and her ex-partner had a joint account at REDACTED bank until 2018. This account had been used for the purpose of paying water bills for the water account number. She and her ex-partner split up in 2018. Her partner left the property that they had shared and the customer remained. The

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customer removed herself from their joint bank account and the account was then in the sole name of her ex-partner.

- The customer says that she told the company that a new direct debit should be set up.
- The company, however, without the customer realising, continued to draw monies from the same bank account and in October 2021, her ex-partner, through the bank, made an indemnity claim for all monies paid since 2007. The company refunded this into the bank account then in his sole name. The company has now raised a bill against the customer for approximately £3,000.00.
- The customer says that she been harassed regularly by the company which has sent her regular bills (of various colours) and made phone calls and sent emails "reminding her" to pay an incorrect bill. It took several months to unpick what had happened as the company did not explain and she has received numerous leaflets posted to her offering financial help. The customer says that the company is bullying her into paying an incorrect bill.
- She complains that she gets passed to different people which due to her autism she finds difficult to deal with. One person tells her one thing then another backtracks and says that the customer must call to make payments and set up a payment arrangement.
- Additionally, the customer complains that she has had to "pay over the top" and in advance because the company cancelled her debits and has forced her into annual payments. The customer says that she has not done anything wrong, and she has been put under unjustified financial pressure.
- The customer asks for credit of the amount deducted from 2013 to 2021 and interest.

The company's response is that:

- The customer has not been impacted by any actions of the company, this is a third-party dispute between the customer, a former associated customer, and their bank.
- Although the customer removed the associated customer on 9 February 2018, the direct debit (DD) was not changed and the company continued to take payments in good faith from their former bank account.
- In November 2021 the former associated customer contacted the bank and raised a DD Indemnity claim. The reason for the claim was fraud. The bank withdrew the payments that had been received from October 2013 to November 2021.
- Under the DD Guarantee the company has no control of this process and it is unable to challenge the bank if the claim is made for fraudulent activity. It has also not been able to request the money back from the claimant.

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- As the payments were withdrawn, this produced an outstanding balance to pay which the customer continues to dispute. The company says that it has explained that this is a third-party dispute, and the customer was advised to contact the bank.
- The company says that it has done all it can to help, including removing all outstanding charges prior to 1 April 2018, a total of £1,818.12, and offering the possibility of further financial help through one of its payment schemes designed to help customers who are struggling. The company says that it has sent several links to its website to view the schemes that may help her and to allow her to apply online. No request for help has been received from the customer.
- In addition to this it has promoted its Free Meter Options Scheme (FMO) which is likely to be beneficial. If the company is unable to fit a meter it may then be able to offer an Assessed Volume Charge to reduce her bill going forward. The company says that it has followed its policies, processes and legal regulatory requirements and applied a credit for the period between 2013 and 2018. The credit applied does not go back to 2007 as the indemnity claim was made from 2013. The company has also recalled the debt from collectors and removed any adverse information from the customer's Credit File.
- The company denies liability for this claim.

How is a WATRS decision reached?

In reaching my decision, I have considered two key issues. These are:

1. Whether the company failed to provide its services to the customer to the standard to be reasonably expected by the average person.
2. Whether or not the customer has suffered any financial loss or other disadvantage as a result of a failing by the company.

In order for the customer's claim against the company to succeed, the evidence available to the adjudicator must show on a balance of probabilities that the company has failed to provide its services to the standard one would reasonably expect and that as a result of this failure the customer has suffered some loss or detriment. If no such failure or loss is shown, the company will not be liable.

I have carefully considered all of the evidence provided. If I have not referred to a particular document or matter specifically, this does not mean that I have not considered it in reaching my decision.

I have taken into account the customer's comments on my Proposed Decision and the company's clarification that the customer's current bill includes charges relating to the end of the billing period in

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2023. I also make clear that If I have not commented on all of the customer's additional comments and observations below, it does not mean that I have not considered these.

How was this decision reached?

1. I am mindful that adjudication is an evidence-based process and that I am unable to make a finding in favour of a party's arguments and submissions unless the evidence submitted, taken as a whole and including any inferences drawn from the surrounding circumstances, supports their case.
2. The customer raises two complaints in this matter, first she complains that the company has wrongly deducted payments dating back to 2007 from her account in consequence of an indemnity claim by her ex-partner, and, secondly, she complains that the company has handled this situation badly and has provided poor customer service.
3. Although the company says that the first of these claims is a third-party dispute and therefore does not fall within the scope of this Scheme, I find that, whether or not the customer has a claim against the bank or her ex-partner, the complaint that she has raised in this adjudication concerns the steps that have been taken by the company in relation to her account. I therefore find that it is this issue that I need to consider. This is not a third-party dispute and is not ineligible under this Scheme.
4. I find that the documentation shows that the following occurred:
 - a. On 20 October 2021, the company received a telephone call from the customer's ex-partner stating that their bank account details were being used fraudulently to pay this water account. The company says that the bank details matched those on the billing account and therefore the company cancelled the DD. The company then sent a bill to the customer advising that the DD had been cancelled and asking her to make an alternative payment arrangement.
 - b. On 25 October 2021, the customer contacted the company to query why the DD had been cancelled. She was not told the identity of the third party who had contacted the company. She then set up a new DD with bank details linked to Santander Bank. The company sent

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a schedule to confirm the payment plan and, although the company initially informed the customer that no payment was taken on 8 November 2021, the first payment was taken on that date.

- c. On 28 October 2021, the company received an indemnity claim from the REDACTED Bank.
- d. The customer then received messages on her mobile handset from an unidentified sender (in fact the company) stating that someone was trying to contact her by telephone, although this was not consistent with her priority listing. The texted question raised by the customer “who are you?” could not be delivered. The customer has submitted evidence that the company had tried to contact her 6 times in the same day.
- e. She was then sent a bill on 12 November 2021 – purportedly for a billing period 1 April 2021 to 31 March 2022 in replacement for a bill sent on 28 April 2021. The replacement charges for one year were £472.49 but the customer was additionally asked to pay £3,113.18 with immediate effect.
- f. On 17 November 2021, the customer wrote to the company complaining that her bill was “obviously not right” and that the amount outstanding at 20 October 2021 had been £144.21 and she had been told on 25 October 2021 that her next bill would be in March not November. She asked to be sent letters not phone calls in accordance with her priority listing.
- g. On 18 November 2021, the customer was sent a letter stating that a direct debit had been set up in 2007 and these details had been active on her account since 2007. The letter stated:

The person responsible for the bank account that had been active on your account since 3 May 2007, have requested a Direct Debit Indemnity Claim. This means that payments made from this bank account totaling £2,993.07 have been returned, as requested by that bank account holder. This has resulted in the amount being debited from your water account.

After this claim, the Direct Debit you set up with us on 25 October 2021 has subsequently been cancelled by your bank, issuing you with an updated bill.
- h. On 24 November 2021, the company wrote again:

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It looks like your letter has crossed with my colleague's letter to you dated 18 November 2021 in which she explained that the person who has been making payments by Direct Debit on your account has made an indemnity claim at their bank. As a result of the claims being processed all the payments since 2007 have been refunded back to them. This has now resulted in your account being debited and the bill you have received being issued.

I would hope that you are aware of this and as it is a third-party issue between yourself and the other account holder we cannot get involved in any dispute over payments that have been claimed back.

We recommend you contact us to set up a suitable payment arrangement if you are unable to make payment in full.

- i. The customer then wrote saying that she had not received a letter dated 18 November 2021 and asking to whom the money had been refunded as she was the only account holder. She denied liability for the bill and said that the situation made no sense to her. She was sent a further copy of the letter in December 2021 and also on 30 November 2021 received the first copy.

- j. On 7 December 2021, the customer raised a number of matters and pointed out that the attempts to contact her by phone was not with her permission and that she was on the company's priority list. She asked:

You state in your letter that "the person responsible for the bank account that had been active on your account since 3 May 2007 has requested the indemnity claim," - I am confused by this because my account has always been in my name. Please clarify.

- k. On 17 December 2021, the company responded:

Due to security we are unable to advise you whose bank account your water payments were being collected from. The bank account holder has identified payments were being collected from their bank account and has had the payments refunded back to them.

- l. The company issued correspondence threatening legal action.

- m. The customer complained on 18 January 2022 that:

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- i. She is the only person whose name has appeared on the water bill since 2006.
 - ii. She had not been given the audio copy of her conversation with the company on 25 October 2021 despite requesting this. She said that the transcript provided was unclear and had chunks of conversation missing, She requested an audio copy.
 - iii. The bill she was sent showed various payments totalling £132.01 made over some of the years which had been the subject of the indemnity claim. The customer asked for an explanation of this because she did not understand how some of the payments could have been acceptable but not all.
 - iv. She has explained that as part of her priority registration the company knew that she did not want to receive telephone calls but the company had still called her.
 - v. The company had sent a red letter for a disputed bill and made threats to take her to court. She asked that the company should cease to make these threats as she does not owe the company the money and she complained of unlawful harassment.
 - vi. The company had told her that a payment made on 8 November 2021 of £28.90 from her account had been cancelled whereas the payment was showing in her account as having been taken. The customer agreed that she owed for December 2021 to March 2022 and made a payment of £115.60.
- n. On 29 January 2022, the customer received a further bill in the sum of £2,997.58.
- o. In January or February 2022, the customer received a notification that there had been an impact on her credit score because payments had been missed.
- p. On 31 January 2022, the company replied to the customer's letter of 18 January 2022 stating
- i. That it would not provide an audio recording because it had received advice from the Information Commissioners Office (ICO) that typed transcripts are an

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acceptable way of responding to a request for a call recording under a Right of Access request.

- ii. The company had an account in the customer's name from 2006 with one REDACTED added as an associate customer. REDACTED was also added as an associated customer in June 2007. Both were removed from the account in February 2018.
- iii. The payment of 8 November 2021 had been received from the customer by direct debit. The company apologised for stating that it had not been.
- iv. The account had been placed on hold until 28 February 2022 to allow for investigation.
- v. That from 4 May 2007, the direct debit had been set up for a Nat West account in the name of REDACTED and that this had been used until 20 October 2021 when the company had received an Indemnity claim request from REDACTED showing that "all the payments had been made in error" and the payments therefore returned to REDACTED.
- q. On 7 March 2022, the customer was informed that the hold on her account had expired and that the company was unable to provide any further details about the repayment.
- r. On 17 March 2022, the balance had risen to £3,430.87 including new charges.
- s. On 25 March 2022, the customer was sent a text message asking her to pay the bill.
- t. On 11 April 2022, the customer complained that the company had also contacted a debt collector called Orbit, who had also asked her to pay £3,430.87 and she was still receiving red letters. She repeated her complaint about the transcript of the recording and complained that she had been caused financial difficulty. The customer also pointed out that she had been a signatory on the joint account until she was removed in August 2018. She complained that the company had deleted her payment history and had not moved the direct debit payment back to her sole account held at Santander bank. The customer denied that this was a third-party issue.

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5. I find against this background that the company has not provided its services to the customer to the standard that an average customer would reasonably have expected. I find that the company has not met expected standards for the following reasons:

a. First, I find that the situation was relatively complicated, and I find that the company was put on notice by contact from the third party on 20 October 2021 that this was a situation in which there was likely to have been a relationship breakdown. It was, therefore, one in which an average customer is likely to have thought that some caution in its handling by the company would have been merited because both individuals might be at risk of overstating the position between them.

b. The documentation that I have seen shows that up to 2021, the company's information was that payments were being made out of an account at REDACTED Bank which was in the name, so far as the company says it knew, of the customer and her ex-partner. The customer says that she told the company in 2018 that there would need to be a new direct debit, but if she did, there is no evidence of this and no evidence that a direct debit was ever completed. On the basis of the current evidence, I cannot decide that this was an omission by the company. I accept, therefore, that in 2018 after the customer's ex-partner had left, there was no request to the company to change the account that was paying the company's bills that was sufficient to enable monies to be drawn from the customer's new account. I also find that if the customer did not tell the company of the need to change accounts, there is no evidence that this was a deliberate omission by the customer – the documentation, I find, is consistent with this having been an oversight by the customer and her ex-partner, which remained the case for nearly four years.

c. I do not find that the company would reasonably have been expected to include any details of the payment method on the customer's bills, which was a matter for the customer's private arrangement about which she would reasonably be expected to make separate arrangements with the company in order to set up a payment plan.

d. When the company discovered that an account that it had believed to be the customer's, was owned by a third party solely, it would reasonably have been expected to end payments from that account. I find, however, that it would also reasonably be expected to ask the customer to clarify the status of her account so that it could inform itself of the

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customer's position – not least to see whether she agreed with what had happened. However, the company's response to this situation was to reissue the bill to the customer without explanation until the customer contacted the company on 25 October 2021.

- e. I have read the transcript of the conversation between the customer and the company on 25 October 2021 (which is very difficult to understand, partly because much was said to be inaudible and sometimes the customer and the company's representative were talking over each other) but it is not clear that the situation was explained clearly to the customer, even though she was told that a new direct debit was required and in due course this was set up. Had matters ended there, however, I find that little harm would have ensued.
- f. The company explains that it was under a legal and contractual obligation to honour the indemnity claim and I find this to have been the case. The company has not supplied a copy of this request, but, in light of the conversation of 20 October 2021, I find that it is probable that if the identity of the claimant was not revealed in the indemnity request, the company was nonetheless on notice that the claimant was likely to have been the same individual as the customer's ex-partner.
- g. While I accept that the company was then constrained by data protection and other rules not to disclose information about the claimant, these would not have prevented the company, I find, from raising questions to the customer about her knowledge of the payment arrangements. This was, I find, particularly the case because the company seems to have thought (because it told the Consumer Council for Water that this was so) that the whereas the water account was in the customer's name from 2018, the bank account had been in joint names until 2021.
- h. There is a difference, moreover, which I find that the company did not consider to the expected standard in this case, between the company's liability to honour an indemnity claim and its making a claim for the repaid amount against the customer. This is particularly so because a company also has the right subsequently to challenge the indemnity claim once repayment has been made. The company had no liability to re-bill the customer and it had to decide whether to do so or not.
- i. I am mindful that the actions of the company in billing the customer in the amount of the reimbursement had a foreseeable consequence for financial hardship on the customer. It

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was also foreseeable that if she had access to the account claimed by the third party and a right to use it, the customer would, in effect, be being asked to pay the same bills twice. The company did not ask about this and did not inform itself as to whether there was a potential challenge to part of the indemnity claim.

- j. I find that an average customer would reasonably expect that before a bill for the reclaimed amount was raised against the customer alone, she would have been asked for her views about:
 - i. Whether she had been responsible for the indemnity claim;
 - ii. Whether she continued to have an interest in the account from which payment had been made, and,
 - iii. In any event, whether she agreed that the indemnity claim was justified.
- k. In this case I find that the company would have been entitled to raise a challenge in relation to payments made before either February 2018 or August 2018 when the account from which payment was made ceased to be a joint account. Instead, the documentation shows that the company repaid the amount backdated to 2013 and rebilled the customer without informing itself as to whether any challenge was appropriate or whether the customer was liable.
- l. This means, I find, that the company's initial stance was that it required the customer to repay the entire amount of the refund from 2013, which meant that it asked the customer to pay twice for the period between 2013 and 2018. I find that an average customer would not reasonably expect this.
- m. When the company raised its claim for all of the reimbursed amount against the customer, I further find that the customer had not had the level of notice about this that an average customer would reasonably have expected. Although the company says that it tried to contact the customer by telephone, the company also acknowledges that from 2018 onwards it was aware that the customer did not wish to speak to the company on the telephone due to her disabilities. I find that the company would therefore reasonably have been expected to put its initial correspondence with the customer in writing before a new

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bill was issued. It did not do so, and therefore I find that it was foreseeable both that when the customer received the new bill, she would experience “bill-shock” and that she would not reasonably understand why the increase in her bills had come about.

- n. It was therefore foreseeable that the customer would experience avoidable additional stress as a result of the management of this situation and she was given no opportunity to challenge what was going on. I find that the company did not meet expected customer service standards in this respect.
 - o. I further find that this situation was made worse because the company told the customer on three occasions (18 November, 24 November and, by implication on 17 December 2021) that the reimbursement to the third party had been backdated to 2007. Although I find that the reimbursement had not been to 2007 (because had that occurred, the amount rechargeable to the account would have been closer to £6,000.00 than £3,000.00), the company’s explanation to the customer was nonetheless misleading and unfair. I find that this also fell below the standards of customer service that an average customer would reasonably expect. Only as a result of the intervention of the Consumer Council for Water (CCWater) in the following year, did the company clarify that the indemnity claim period covered from 2013 to 2021.
 - p. Finally, I find that an average customer would not reasonably expect the company to threaten collections activity and to report the customer’s case to debt collectors and credit reference agencies at a point where the customer still made clear that she did not understand what had happened and when the company had taken no action on the customer’s concern (that I have found above was partially correct) that the company had repaid an amount to a person other than the water account holder and was asking her alone to make payments for a period when the third party was also known to the company to have been resident.
6. Overall, I find that the company did not perform its services to the standard that would reasonably be expected in relation to her account, and I find that, as the customer explains, this caused inconvenience and distress to a vulnerable customer. The company has also acknowledged and apologised for making phone calls when the customer had requested that she should not be telephoned, incorrectly telling her that her new DD payment of November 2021 had been cancelled when this payment had not been and for changes in case ownership, which are also

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elements of its customer service that I find would not reasonably have been expected in relation to a vulnerable customer.

7. Moreover, while I note that the company has answered the customer's request for a recording of the conversation of 25 October 2021 with an explanation that the ICO has stated that provision of a transcript fulfills the company's obligations on access to information, the company did not initially appear to have placed any weight on the customer's (I find accurate) concern that the transcript did not reflect that conversation. The ICO's position is permissive and not proscriptive, and I find that an average customer would reasonably have expected the company to have considered it could have provided the call recording itself. However, the correspondence makes clear that the company did not at first consider the quality of the transcript and therefore I also find that the company did not initially provide its services to the customer to the expected standard for this reason. I find, however, that the company has made some remediation of this, however, because as a result of the customer's repeated requests, it has sent the tape to an audio expert and has been able to enhance the transcript. While I accept the customer's submission that she would also have been able to be assisted by the intonation and expression of shock to hear that there was a problem with the direct debit, I do not find that an average customer would have considered that, once an enhanced transcript had been provided, it was also necessary for the company to have also provided the recording. Nonetheless, I recognise that in the context of the stressful situation in which the customer had unexpectedly found herself when she was asked to pay a bill of more than £3,000.00, the company's first reaction to her request for a transcript would have caused additional upset.
8. As a consequence of the involvement of CCWater, the company has accepted that it should make a gesture of goodwill which exceeds that of £741.38 which the company regarded as irrecoverable due to the limitation period. The company on 27 May 2022 said:

As a gesture of goodwill, I have removed the charges for the period between 1 April 2013 and 31 March 2015 and also between 1 April 2017 to 31 March 2018 which totals to £1,076.74. In addition, we'd already removed £741.38 from your account which was the charges between 1 April 2015 - 31 March 2017. Therefore, the total amount removed from your account is £1818.12. The outstanding balance is now £1,462.75.

9. The company has therefore now reimbursed the customer in respect of the charges removed from the account during the period of her ex-partner's occupation, but it has not acknowledged the

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difficulties caused to the customer as a consequence of its handling of this situation, save for those aspects of its customer service for which it has apologised (above). In light of the company's defence, however, there is no need for the company to provide further explanation.

10. I find that an average customer would consider it fair and reasonable to make a goodwill payment to recognise the considerable level of distress and inconvenience caused as a consequence of the inconvenience and distress caused to her by, principally, inadequate and inaccurate communication, bill-shock and collections activity during a period of disputed billing for a debt which the customer had not been enabled to understand.
11. Taking into account the period that elapsed between full information was provided and a goodwill payment offered to rectify double billing, I find that it is fair and reasonable to credit the customer's account with a further sum of £350.00. In reaching this conclusion, I make clear that I find that this issue falls within Tier 2 of the WATRS Guide to Compensation for Inconvenience and Distress. I also find that the company should apologise for its omission to provide its services to the expected standard.
12. There remains, however, a substantial amount to be paid in relation to the reversed payments on her bill. The customer asks that the company should credit her with the amount paid into the account to 2021. I find, however, based on my reasoning above, that to make this payment would not be fair and reasonable because the customer has benefitted from the company's services which she would not have paid for. It follows from the above that the customer also does not qualify for an interest payment.
13. I find that it is fair and reasonable that the company should also provide the customer with further assistance in writing to explain the available schemes that might assist her to discharge the outstanding amount of her bill.
14. I have noted the customer's comments in her response to the Preliminary Decision in which she complains that a Notice of Intention to enter a Default has been issued in her in November 2022, and the company's explanation that her account had been on hold from 28 February 2022 to 3 September 2022 to allow her to contact the company and agree a new payment plan. The company has apologised that further reminders were sent out and has offered an assurance that the account is back on hold until the issue of the Final Decision.

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15. Although these matters have arisen after the Preliminary Decision was issued, the need for the company to inform the customer of her options (taking into account that she is deaf and is an autistic person and therefore will probably not wish to receive a telephone call) is re-emphasised – because it is this step that will enable the customer to start to discharge her liability on agreed terms. For the avoidance of doubt, I make clear that I do not find that the fact that the billing period covers a date until March 2023 is a reason why she cannot be billed for this.

Outcome

The company needs to:

1. Credit the customer's account with £350.00.
2. Provide assistance to the customer in writing to help her to understand the available schemes offered by the company that might assist the customer to meet her remaining bills.
3. Apologise for the circumstances I have found above in which the company did not provide its services to the expected standard.

What happens next?

- This adjudication decision is final and cannot be appealed or amended.
- If you choose to accept this decision, the company will have to do what I have directed within 20 working days of the date on which WATRS notifies the company that you have accepted my decision. If the company does not do what I have directed within this time limit, you should let WATRS know.
- If you choose to reject this decision, WATRS will close the case and the company will not have to do what I have directed.
- If you do not tell WATRS that you accept or reject the decision, this will be taken to be a rejection of the decision. WATRS will therefore close the case and the company will not have to do what I have directed.

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Claire Andrews

Claire Andrews, Barrister, FCI Arb.

Adjudicator

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